

## Think+™

### Dispute Resolution and Arbitration Policies

**1. Dispute Resolution.** If a dispute between an Independent Energy Advisor (“Energy Advisor”) and Think+ Network, LLC (“Think+” or “Company”) arises from or relates to the Agreement, the Think+ business, the rights and obligations of either party, or the relationship between the parties, the parties shall resolve the dispute as set forth in these Think+ Dispute Resolution and Arbitration Policies, which are a part of the Think+ Energy Advisor Agreement. As used herein, the term “Agreement” means the Think+ Terms & Policies, the Think+ Compensation Plan, these Dispute Resolution and Arbitration Policies, and, where applicable, the Think+ Business Entity Addendum.

- **Any claim a party has against the other must be brought within one year from the date on which the first act or omission supporting or giving rise to the claim occurred; otherwise, any such claim or cause of action shall be permanently barred.** In cases in which informal negotiation is required, once informal negotiation is requested in writing this one-year limitation of actions provision shall be tolled until the completion of the mediation phase of this provision and for ten calendar days thereafter.
- At no time prior to the completion of the negotiation and mediation steps described below shall either party initiate arbitration or litigation in small claims court related to the Agreement or the business except as may be specified otherwise in this dispute resolution provision.
- All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation and/or mediation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation and/or mediation.
- Each party shall be responsible for its own attorney’s fees, expert, professional and witness fees incurred in pursuing any claim, regardless of the forum.
- **If an action is brought in small claims court instead of arbitration, the parties agree that the matter shall remain in small claims court and shall advance only on an individual (non-class, non-representative) basis.**
- A dispute relating to whether the dispute between the Company and an Energy Advisor is subject to arbitration shall be decided through arbitration.

**2. Stages of Dispute Resolution & General Dispute Resolution Procedures.** Disputes between the Company and an Energy Advisor(s) that arise from or relate to the Agreement, the business operated by the Energy Advisor and/or the Company, the opportunity offered by the Company, or the relationship between the parties, shall be resolved according to the three-step procedure of (a) informal negotiation; (b) non-binding mediation; and (c) binding arbitration or in small claims court. **THE PARTIES AGREE TO RESOLVE THE DISPUTE THROUGH BINDING ARBITRATION AND WAIVE CLAIMS TO A TRIAL BEFORE ANY COURT OR JURY EXCEPT IN SMALL CLAIMS COURT AS PROVIDED HEREIN.**

**Step 1 - Informal Negotiation.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to the Agreement or the Company’s business promptly by negotiation between the aggrieved Energy Advisor(s) and executives of the Company who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the Agreement. A party may, at its election, choose to be accompanied in such

negotiation by an attorney. If one party elects to have its attorney present, the other party must also agree to have its attorney present if that party has retained counsel. Informal negotiations shall occur in Fairfield County, State of Connecticut unless the parties mutually agree on another location. Informal negotiations shall take place telephonically or by videoconference if either party requests such.

To institute the negotiation process, either party may give the other party written notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive and attorney who will accompany that party (if applicable), or the name of the Energy Advisor and his/her attorney (if applicable) who will accompany him/her in the negotiation. Within 20 days after delivery of the notice, the parties and the attorneys (as applicable) of both parties shall meet at a mutually acceptable time and place. Such meeting may occur telephonically if one party requests that the meeting be held telephonically.

**Step 2 – Mediation.** If the parties are unsuccessful in resolving their dispute through good faith negotiation, they shall seek to resolve the dispute through mediation. If a party elects to pursue mediation, the party shall submit a written request for mediation to the other party within 10 calendar days after the negotiation phase is completed. The parties shall have 10 calendar days following such request to select a mutually acceptable mediator. If the parties cannot agree on a mutually acceptable mediator, they shall apply to JAMS to have a neutral mediator appointed.

Mediation shall be conducted within 20 calendar days from the date on which the mediator is selected or appointed or as otherwise agreed upon by the parties and the mediator. The mediation shall occur in Fairfield County, State of Connecticut unless the parties mutually agree on another location. Mediation shall take place telephonically or by videoconference if either party requests such. The parties shall split the mediator's fees equally unless the value of the relief sought by an Energy Advisor is \$10,000 or less. If the value of the relief sought by an Energy Advisor is \$10,000 or less, at the Energy Advisor's request, Think+ will pay all of the mediator's fees associated with the mediation.

Unless otherwise agreed upon by the parties, the mediation shall be closed no later than 30 calendar days following the completion of the meeting between the mediator and the parties.

**Step 3 – Binding Confidential Arbitration or Small Claims Court.** If the parties do not successfully resolve their dispute through the negotiation and mediation procedures above, the dispute shall be resolved through binding confidential arbitration as set forth below. If the dispute is within the jurisdictional limits of the small claims court in the state in which Energy Advisor resides, the dispute may be resolved in such small claims court. If an action is brought in small claims court instead of arbitration, the parties agree that the matter shall remain in small claims court and shall advance only on an individual (non-class, non-representative) basis.

**JAMS to Administer Arbitration.** If the dispute between the Company and an Energy Advisor is subject to arbitration, the arbitration shall be filed with, and administered by JAMS in accordance with its Comprehensive Rules and Procedures, which are available on JAMS' website at <https://www.jamsadr.com>. Copies of JAMS Rules and Procedures will also be emailed to Energy Advisors upon request to the Think+ Compliance Department ([compliance@thinkenergy.plus](mailto:compliance@thinkenergy.plus)). Notwithstanding the rules of JAMS, unless otherwise stipulated by the Parties, the following shall

apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The arbitration hearing shall commence no later than 270 days from the date on which the arbitrator is appointed and shall last no more than five business days.
- The Parties shall be allotted equal time to present their respective cases.
- An Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
- Unless the parties mutually agree to another location, all arbitration proceedings shall be filed and held in Fairfield County, State of Connecticut.
- If the value of the relief sought is \$25,000 or less, the arbitration shall be conducted based solely on written submissions, unless either party requests an in-person, telephonic, or videoconference hearing or the arbitrator decides that a hearing is necessary. In cases where an in-person hearing is held, either party may attend by telephone or video conference unless the arbitrator requires otherwise.
- The parties shall split the arbitrator's fees equally unless the value of the relief sought by an Energy Advisor is \$10,000 or less. If the value of the relief sought by an Energy Advisor is \$10,000 or less, at the Energy Advisor's request, Think+ will pay all of the arbitrator's fees associated with the arbitration.
- Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.

**3. Confidentiality.** Disputes shall remain confidential between the Company and the Energy Advisor in question. With the exception of discussing the claims with bona fide witnesses to the dispute and the party's legal counsel, neither party shall verbally or in writing discuss, publish, or otherwise disseminate the claims, allegations, merits, evidence, positions, pleadings, testimony, rulings, awards, orders, issues, or any other aspect of the dispute with or to any third party, including but not limited to disclosure on the internet or on any social media or blog platform prior to, during, or after any phase of the dispute resolution process unless a specific exemption contained in this dispute resolution provision applies. Nothing in this confidentiality provision shall prohibit or limit the Company from discussing any compliance matter and/or its resolution with the upline of an Energy Advisor who has received disciplinary action by the Company or any matter related to the resolution of a dispute between the Company and an Energy Advisor.

**4. Liquidated Damages for Breach of the Confidentiality Obligation.** If a Party violates its confidentiality obligations under this arbitration provision, the nonbreaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys, agents, or a proxy of a party breaches the confidentiality provision of this dispute resolution provision, the following shall apply:

- The non-breaching party shall be entitled to liquidated damages in the amount of \$10,000.00 per violation, or \$50,000 per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or blog or on any social media forum. Every disclosure of each

claim, allegation, pleading, or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damage provision, nothing herein shall limit the right or ability of a Party to disclose evidence, claims or allegations relating to the dispute to any individual who is, or who may be, a bona fide witness to the dispute. **The Parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty; AND**

- **Breach of the confidentiality provision by disseminating or publishing information described in Section 3 above through any form of mass media (including but not limited to posting on the Internet or on any social media platform) by a party, a party's agent, or a party's proxy shall constitute an act of wanton and gross bad faith, and shall constitute a waiver of the breaching party's right to pursue the claim(s) and/or defense(s) against the non-breaching party, and shall entitle the non-breaching party to a default judgment against the breaching party.**

**5. Arbitration Opt-Out.** An Energy Advisor who does not wish to be subject to this Arbitration provision may opt-out by notifying Think+ in writing of his/her desire to opt-out of this Arbitration provision within 30 days of the Energy Advisor's execution of the Agreement. The opt-out notice shall be sent via email to [noarbitration@thinkenergy.plus](mailto:noarbitration@thinkenergy.plus) or by regular mail to Think+, Attn: Compliance Department, P.O. Box 1288, Greens Farms, CT 06838.

**6. Actions Not Subject to Arbitration.** Notwithstanding the foregoing, the following claims may be, but need not be, resolved through confidential binding arbitration:

- Claims by Energy Advisors who have properly opted out of the arbitration provision.
- Claims that are within the jurisdictional limit of the small claims court in jurisdiction in which the Energy Advisor resides.
- Claims seeking only public equitable relief that is authorized by state or federal statute and such relief is not available through arbitration. If equitable relief is specifically authorized by an applicable federal or state statute, the parties agree that an action may be brought before a state or federal court residing in the county in which either party resides or has its principal place of business so long as (a) the relief sought is limited to equitable relief that is specifically authorized by federal or state statute; and (b) the equitable relief is unavailable through arbitration proceedings. The confidentiality provisions and corresponding liquidated damages provisions for breach of confidentiality provision contained in this dispute resolution provision shall remain in effect for claims and actions asserted under this Section 6.

**7. Emergency Relief.** Either party may bring an action before JAMS seeking emergency relief to protect its intellectual property rights, including but not limited to protecting its rights pursuant to the non-solicitation provisions of the Terms & Policies. A claim or cause of action seeking emergency relief shall be brought pursuant to the Emergency Relief Procedures in JAMS Comprehensive Rules and Procedures, available at <https://www.jamsadr.com>, or by contacting the Compliance Department ([compliance@thinkenergy.plus](mailto:compliance@thinkenergy.plus)). The parties agree that any violation of the Nonsolicitation or Confidential Information provisions of the Terms & Policies (Policies 31 and 32) shall entitle Think+ to emergency and permanent equitable relief because: (a) there shall be no adequate remedy at law; (b) Think+ shall suffer immediate and irreparable harm should such policies be breached; and (c) if emergency and permanent equitable relief is not granted, the injury to Think+ shall outweigh the potential harm to Energy Advisor if emergency and/or permanent equitable relief is granted.

**8. Disputes Not Subject to the Informal Negotiation and/or Mediation Steps.** A party need not go

through the informal negotiation or mediation steps described above in the following situations:

- **Action to Enforce Arbitration Award or Order.** Either party may bring an action in a court properly vested with jurisdiction to enforce an arbitration award or order including but not limited to an order for emergency relief.
- **Petitions for Emergency Relief.** If a party deems it necessary to seek emergency relief to protect its interests, it may seek emergency relief as set forth in this dispute resolution provision without engaging in the negotiation or mediation process set forth above. Notwithstanding the foregoing, the parties are encouraged, but not required, to engage in negotiation and or mediation concurrently with any pending request for emergency relief.
- **Disciplinary Sanctions.** The Company shall not be required to engage in the three-step dispute resolution process prior to imposing disciplinary sanctions for violation of the Agreement.

**9. Remedies.** Unless limited by the terms of the Agreement, remedies available to you under U.S. federal laws and the laws of the State of Connecticut shall remain available to you in any arbitration proceeding.

**10. Class Action Waiver.** All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement, that arise from or relate to the Think+ business, or that arise from or relate to the relationship between the parties, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any action against the other party and/or their respective owners, officers, directors, and agents, on a class or consolidated basis. You may opt out of this class action waiver if you wish by submitting written notice to the Company of your desire to opt out within 30 days from the date on which you enroll as an Energy Advisor. Submit your written opt-out notice to [noclassaction@thinkenergy.plus](mailto:noclassaction@thinkenergy.plus) or Think+, Attn: Compliance Department, P.O. Box 1288, Greens Farms, CT 06838.

**11. Governing Law.** The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in the Agreement, the law of the State of Connecticut without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the business, the relationship between the parties, or any other claim between the Parties, whether such claim is grounded in contract, tort, warranty, or any other theory of law. Notwithstanding the foregoing, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

**12. Damages for Wrongful Termination.** In any case which arises from or relates to the wrongful termination of the Agreement by Think+, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of an Energy Advisor's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law, Energy Advisor's sole remedy shall be liquidated damages calculated as follows:

- For Energy Advisors earning up to \$10,000.00 in the twelve (12) calendar months prior to termination, liquidated damages shall be in the amount of their gross compensation that he/she earned pursuant to the Think+ Compensation Plan in the twelve (12) months immediately preceding the termination.
- For Energy Advisor s earning between \$10,000.01 and \$20,000.00 during the twelve (12) calendar months prior to termination, liquidated damages shall be in the amount of their gross compensation that he/she earned pursuant to the Think+ Compensation Plan in the eighteen (18) months immediately preceding the termination.

- For Energy Advisors earning more than \$20,000.00 in the twelve (12) calendar months prior to termination, liquidated damages shall be in the amount of their gross compensation that he/she earned pursuant to the Think+ Compensation Plan in the twenty-four (24) months immediately preceding the termination.

**13. Damage Waiver.** In any action arising from or relating to the Agreement, the parties waive all claims for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, or lost profits or revenues, arising out of, relating to, or in connection with any breach of the Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the breaching party was advised of the possibility of such damages, or (c) the legal or equitable theory (contract, tort, warranty or otherwise) upon which the claim is based. The parties further waive all claims to exemplary and punitive damages. Nothing in this provision or the Agreement shall restrict or limit a party's right to recover liquidated damages as set forth in these Dispute Resolution and Arbitration Policies.

**14. Attorney's Fees and Costs.** Each party to a dispute shall bear its own attorney's fees and costs.

**15. Louisiana Residents.** These dispute resolution provisions shall apply to Louisiana residents with the exception that any arbitration between the Company and a Louisiana resident Energy Advisor may be brought in the Energy Advisor's home forum and pursuant to Louisiana law.

**16. Amendment.** Think+ reserves the right to amend these Dispute Resolution and Arbitration Policies at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions in each Energy Advisor's Back-Office, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. If you do not agree to any amendments, your sole recourse is to cancel the Agreement.